

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff)	No.
v.)	
)	
DENISE BREWER,)	Judge
)	
Defendant.)	

COMPLAINT

The United States of America, by Johns R Lausch, Jr., United States Attorney for the Northern District of Illinois, brings this action against the defendant, Denise Brewer, and for its cause of action states:

COUNT I

1. This Court has jurisdiction over this matter pursuant 28 U.S.C. § 1345.
2. The defendant, Denise Brewer, resides within the jurisdiction of the court.
3. Pursuant to the provisions of Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. §§ 1071 – 1087-2, and regulations promulgated thereunder 34 C.F.R. Part 682, the defendant executed promissory notes as more fully set forth in the Certificate of Indebtedness attached hereto as Exhibits “A” and “B”, respectively.
4. All due credits and set-offs have been applied to the debt and there remains due and owing the principal sum of \$3,466.55 plus \$1,607.86 interest through January 10, 2018, with interest continuing to accrue at the contract rate, which debt, despite demand, has not been paid.

COUNT II

5. The United States hereby restates and realleges the allegations set forth in paragraphs 1 and 2.

6. Pursuant to the provisions of Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. §§ 1071 – 1087-2, and regulations promulgated thereunder 34 C.F.R. Part 682, the defendant executed promissory notes as more fully set forth in the Certificate of Indebtedness attached hereto as Exhibits “C” and “D”, respectively.

7. All due credits and set-offs have been applied to the debt and there remains due and owing the principal sum of \$8,466.77 plus \$12,218.79 interest through January 10, 2018, with interest continuing to accrue at the contract rate, which debt, despite demand, has not been paid.

WHEREFORE, the United States demands judgment against the defendant as follows:

- a. in the amount of \$5,074.41 (\$3,466.55 principal and \$1,607.86 interest accrued through January 10, 2018);
- b. interest to continue to accrue at the contract rate until the date of Judgment;
- c. in the amount of \$20,685.56 (\$8,466.77 principal and \$12,218.79 interest accrued through January 10, 2018);
- d. interest to continue to accrue at the contract rate until the date of Judgment;
- e. costs of suit as authorized by 28 U.S.C. §2412(a)(2); and
- f. for such other proper relief as this court may deem just.

Respectfully submitted,

JOHN R LAUSCH, Jr.
United States Attorney

By: s/Ashley K. Rasmussen
ASHLEY K. RASMUSSEN
Potestivo & Associates, P.C.
Attorneys for Plaintiff
223 W. Jackson Blvd., Suite 610
Chicago, Illinois 60606
arasmussen@potestivolaw.com.
312-263-0003

Exhibit A

HIGHER EDUCATION ASSISTANCE FOUNDATION
P.O. BOX 64107 • ST. PAUL, MN 55164

After lender completes application,
mail HEAF copy only to this address.

LENDER COPY

GUARANTEED STUDENT LOAN
(GSL) APPLICATION/
PROMISSORY NOTE

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS HARDLY - ON TYPE)

1. NAME (NO ALIASES)

LAST Brewer

FIRST Danise

2. SOCIAL SECURITY NUMBER

3. WHEN WERE YOU BORN?

4. PERMANENT ADDRESS

5. PERMANENT HOME PHONE

CITY

6. U.S. CITIZENSHIP STATUS (CHECK ONE)
☒ U.S. CITIZEN OR NATURAL ☐ PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN

ALIEN ID NUMBER (IF APPLICABLE)

7. PERMANENT RESIDENT OF WHICH STATE

8. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE, TYPE "NONE" AND GO TO 9)

9. STATE

10. ADDRESS WHILE IN SCHOOL (STREET, CITY, STATE, ZIP)

P.O. Box 5407 Evanston, Illinois 60204

11. PHONE AT SCHOOL ADDRESS

() same

12. MAJOR COURSE OF STUDY (SEE INSTRUCTIONS IN APP BOOKLET)

13. LOAN AMOUNT REQUESTED

\$ 7,500

14. LOAN PERIOD

10/89 - 10/90

PRIOR LOAN INFORMATION

15. HAVE YOU EVER DEFAULTED ON A GSL, SL, ALAS, PLUS, CONSOLIDATED, OR MODIFIED CONTINGENT LOAN?

☐ YES (GIVE DETAILS ON SEPARATE SHEET) ☒ NO

16. DO YOU HAVE ANY PRIOR UNPAID GSL LOAN?

☐ YES (DO TO 15b) ☒ NO (DO TO 20a)

17. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS

\$ 30,000

18. UNPAID PRINCIPAL BALANCE OF MOST RECENT GSL

\$ 30,000

19. GRADE LEVEL OF MOST RECENT GSL (SEE INSTRUCTIONS IN APP BOOKLET)

4

20. LOAN PERIOD START DATE OF MOST RECENT GSL

10/89

21. INTEREST RATE OF MOST RECENT GSL

8 1/2%

22a. DO YOU HAVE ANY PRIOR UNPAID PLUS (ALAS) ON 10/ YES (GO TO 20b) 11/ NO (GO TO 21a)

11/ NO

22b. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PRIOR PLUS (ALAS) LOANS RECEIVED DURING

UNIVERSITY STUDY

23. DO YOU HAVE ANY UNPAID PLUS (ALAS) LOAN AS A PARENT (ENTER THE PLUS LOAN PROGRAM)?

☒ YES (GO TO 21b) ☐ NO (GO TO 22a)

24. IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PLUS LOANS

\$ 7,800

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

25a. NAME

Thelma Joe

25b. NAME

Amelia Dawkins

25c. NAME

Tina Brewer

STREET

CITY/ST

PHONE

NOTICE TO BORROWER: You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. PROMISE TO PAY: I promise to pay to the order of any lender the entire Loan Amount Repaid when above, to the lender, including the Origination Fee and the Origination Fee and interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions of the Disbursement Statement that will be provided to me not later than the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note. I understand this is a legal document. I will not sign it before reading it or if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it.

26a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE)

Danise Brewer

26b. DATE BORROWER SIGNED

09/17/89

SECTION B - TO BE COMPLETED BY SCHOOL

27. NAME OF SCHOOL

Northwestern University

28. PHONE

312/491-8695

29. SCHOOL CODE

001738

30. ADDRESS (STREET, CITY, STATE, ZIP)

Kellogg Graduate School of Management

619 Clark St., Evanston, IL 60208

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Exhibit B

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 2

DENISE BREWER
AKA D BREWER
5044 W MADISON ST STE 100
CHICAGO, IL 60644
Account No. XXXX.

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 01/10/18.

On or about 09/11/89, the BORROWER executed promissory note(s) to secure loan(s) of \$7,500.00 from NORTHWESTERN UNIVERSITY, EVANSTON, IL. This loan was disbursed for \$7,500.00 on 10/31/89 through 03/21/90 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by GREAT LAKES HIGHER EDUCATION CORPORATION, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$4,607.40 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 01/25/00, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,466.55 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 10/23/09, assigned its right and title to the loan to the Department.

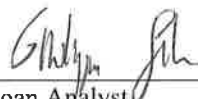
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$3,466.55
Interest:	\$1,607.86
Total debt as of 01/10/18:	\$5,074.41

Interest accrues on the principal shown here at the current rate of 4.23% and a daily rate of \$0.40 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 2-7-18



Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst

Exhibit C

AGREEMENTS

I agree that:

- 1) In this Note, the words, I, me, and my, mean (except where otherwise indicated) each and all of those who signed it. If more than one person signs this Note, each person will be made liable up to the full amount of the loan. You, your, and yours, mean the lender and any other owner of this Note.
- 2) The lender and each of all signers of this Note agree that the Laws of the State of Illinois shall govern and prevail in every matter relating to this Note regardless of wherever signed or payable.
- 3) I will notify the lender in writing within 10 days of any changes occurring in my school enrollment status, or in my name or address. I further authorize you to obtain enrollment and address information from any of the officers or agents of the educational institution in which I intend to be enrolled, was enrolled, or am currently enrolled.
- 4) The lender may send any notice by first class mail to the latest address the lender may have for me. Unless required by law, the lender need not give a separate notice to the Co-maker(s), (if any).
- 5) The lender must provide me with a copy of this Note. All terms of this agreement are subject to the limitations of the Higher Education Act of 1995, as amended, and regulations issued under the Act.
- 6) If the guarantor is required under its guarantee to repay my loan(s) because I have defaulted, the guarantor will become the owner of this Note and as my creditor will have all the rights of the original lender to enforce the Note against me.
- 7) No change in this Note will be binding unless approved by the lender and me in writing. The lender can delay enforcing any of the provisions in this Note without losing the right to later enforce these provisions.
- 8) I understand that I must repay this Note though I may be under 18 years of age when this Note was signed.
- 9) As a condition of receiving this loan, I agree that any subsequent legal proceedings necessary to enforce the obligations to the ISSC may be instituted in the County of Cook, State of Illinois, and that I will not object, thereto, notwithstanding that at the time such proceedings are instituted, I may reside in a County other than Cook County.

INTEREST RATE

My loan will bear interest at a variable rate not to exceed 12 percent which is adjusted annually over the life of the loan. The variable interest rate will be determined in accordance with Federal statute and will be published by the U.S. Secretary of Education annually. My lender will notify me annually of the interest rate which will apply to my loan for each July 1 - June 30 period.

SECURITY INTEREST

All of my funds and property now or later in your custody, or in transit, shall be subject to a lien for my unpaid liabilities to you, and upon occurrence of a default hereunder, you shall have the right to offset against such funds and property.

INSURANCE PREMIUM

I agree to pay to you the Insurance Premium shown on the front of this Note in the itemization of the Loan Amount, on the date the loan proceeds are disbursed. I understand that you must pay the ISSC this Insurance Premium in an amount which does not exceed 3% of the loan amount. The lender will deduct this fee from the proceeds of the loan.

LATE CHARGES

The lender may collect from me a late charge if I fail to pay all or part of a required installment payment within 10 days after it is due or if I fail to provide written evidence that verified my eligibility to receive the payment deferred as described under DEFERMENT in this Note. Late charge may not exceed \$500, or 5% of the payment, whichever is less.

ACCELERATION PROVISION

Upon the occurrence of any of the following events, this Note shall, at your option, become immediately due and payable: (1) I fail to make payments when due, or any installment of interest, unless you agree to allow the accrued interest to be capitalized as part of the principal amount; (2) I make false representation which results in my receiving a loan for which I am not eligible. In the event of acceleration, interest shall accrue on any unpaid balance.

DEFAULT

Default means the failure of a borrower to make an installment payment when due, or to meet other terms of the Note under circumstances where the ISSC finds it reasonable to conclude that the borrower no longer intends to honor the obligation to repay, provided that this failure persists for—

1. 180 days for a loan repayable in monthly installments; or
2. 240 days for a loan repayable in less frequent authorized installments.

If I default on this loan—

1. The lender may declare the entire unpaid amount of the loan, including interest, immediately due and payable;
2. The lender, holder, or guarantee agency (ISSC) may disclose to schools I have attended (or am currently attending) information about the default;
3. I will be ineligible to receive assistance from any of the following Federal programs: Pell Grant, Supplemental Educational Opportunity Grant, College Work-Study, State Student Incentive Grant, Byrd Scholarship, Perkins Loan (formerly called National Direct Student Loans), Guaranteed Student Loans, Supplemental Student Loans (SLS), PLUS Loans or Consolidation Loans; and
4. I will be ineligible for the benefits described under DEFERMENT in this Promissory Note.

CANCELLATION

My loan obligation will be cancelled (except in the case of a PLUS loan where there is a co-maker) if documentation of my death is submitted to the lender or subsequent holder; if the lender or subsequent holder and the ISSC accept a statement submitted to it from a physician verifying my total and permanent disability; if proof is submitted to the ISSC that the obligation has been discharged in bankruptcy provided that notice to the lender or subsequent holder and the ISSC of the filing of bankruptcy is received in sufficient time to permit participation in the bankruptcy proceeding. I understand that my loan is not automatically discharged in bankruptcy. The PLUS/SLS Program does not have provisions which enable this loan to be cancelled or forgiven in whole or in part if I become a teacher.

PREPAYMENT

I may, at my option and without penalty, prepay all or any part of the principal of this loan at any time. If I do so, I will be entitled to a rebate of any unearned interest that I have paid.

CREDIT BUREAU NOTIFICATION

Information concerning the amount of this loan and its repayment will be reported to one or more credit bureau organizations. If I DEFAULT ON THIS LOAN, THE LENDER, HOLDER OR GUARANTEE AGENCY WILL ALSO REPORT THE DEFAULT TO CREDIT BUREAU ORGANIZATIONS. THIS MAY SIGNIFICANTLY AND ADVERSELY AFFECT MY ABILITY TO OBTAIN OTHER CREDIT.

The lender, holder or guarantee agency must notify me at least 30 days in advance that information about the default will be disclosed to credit organizations unless I enter into repayment on the loan within the 30 days.

The lender must provide a timely response to a request from any credit bureau organization regarding objections I might raise with that organization about the accuracy and completeness of information reported about me.

DEFERMENT

As authorized by Federal law if I meet certain requirements, I have the right to defer payments on my loan as set forth under DEFERMENT in the "Borrower's Rights and Responsibilities" sheet.

CONSOLIDATION

Consolidation may be available for borrowers in the SLS program and other educational loan programs. For further information, contact the guarantee agency named on this Note.

REFINANCING

I am eligible for refinancing options of my PLUS/SLS loans as authorized by Federal Law. For further information, contact the guarantee agency or the lender named on this Note.

REFINANCING FEE

If this loan is made to secure a variable interest rate, a lender offering to reissue a loan(s) for such purpose may charge a borrower an amount not to exceed \$100 to cover the administrative costs of reissuing such a loan(s). The refinancing fees are non-refundable and are paid separately in advance to the lender.

REPAYMENT BY DEPARTMENT OF DEFENSE

Under certain circumstances, military personnel may have their loans repaid by the Secretary of Defense, in accordance with Section 902 of the Department of Defense Authorization Act, 1981 (P.L. 96-342, 10 U.S.C. 2141, note). Questions concerning the program should be addressed to the local Service recruiter. The program described is a recruiting program and does not pertain to prior service individuals or those not eligible for enlistment in the Armed Forces.

* The ISSC is a State agency and federal contractor authorized to collect information for the U.S. Department of Education for use in administration of all federal student financial aid programs.

106 WILMOT ROAD
DEERFIELD, IL 60015
(708) 448-8888
(708) 448-8880 (Illinois 1-800-448-8880)

**A VARIABLE RATE PROMISSORY NOTE FOR THE
SUPPLEMENTAL LOANS FOR STUDENTS PROGRAM (SLSP)**

APPLICATION ID NUMBER

Send all correspondence and payments to:

LENDER NAME, ADDRESS, PHONE NUMBER

RIVER FOREST STATE BANK
4800 N WESTERN AVE
CHICAGO IL 60625
CODE: B17846

MAKERS/BORROWER NAME, ADDRESS, SOCIAL SECURITY NUMBER

DENISE BREWER
6801 SOUTH CRANDON
CHICAGO IL 60649 0000

NORTHWESTERN UNIVERSITY
1801 HINMAN AVENUE
EVANSTON IL 60208

CODE: 001739

CO-SIGNER

If used, lender must enter name, address and SSN here

DEC 1991

ALAS

DENISE BREWER
RIVER FOREST STATE BANK

6000.00

Subsequent holder of this promissory note, in the principal sum of \$6000.00, is the agent for the purposes in this note to pay to the lender, or to a subsequent holder of this promissory note, on the date of each payment, the interest rate for any year will be the rate published for that year by the United States Department of Education for variable-rate SLSP loans. If I fail to pay any of the amounts when they are due, I will also pay all charges and other costs, including attorney's fees, that are permitted by Federal law and regulations for the collection of these amounts which do not exceed 25 percent of the original principal and accrued interest.

ITEMS OF THE LOAN AMOUNT	
Loan Amount	\$6000.00
LESS: Insurance Premium	75% 15.00
Amount of Check	1985.00
Estimated Disbursement Date	03/17/90
Loan Amount	\$6000.00
ADD: Annual interest to be capitalized	
From	To
Period	Rate
Amount Financed	\$ 1.00
ADD: Interest payable during payment period	
Equals: Total amount to be repaid	\$ 1.00

SCHOOL TERM	
School Term	09/01/89-06/30/90
Academic Year	END YEAR GRAD
Expiration Date	03/18/90
Reduction Code	
Date Quoted	10/13/89

NO. OF PAYMENTS	AMOUNT OF PAYMENTS	DATE PAID

Interest rate variable but not more than 12%. The lender will be responsible for the interest rate. I understand that the above Repayment Schedule will be adjusted as a result of the change in the interest rate. The amount of the periodic payments may be annually adjusted as the period of repayment of principal may be lengthened or shortened.

DEFERMENT OF PRINCIPAL: During any deferment period granted to me, other than a study deferment for this school term, I must complete a Request for Deferment (check one)

☐ I am not applying for deferment of principal at this time.

☒ I hereby request a study deferment (as explained on the "Bursar's Request for Deferment" sheet) for the school term beginning on 9/1/89.

☐ I hereby request a deferment of principal for the reason indicated on the Request for Deferment.

PAYMENT OF INTEREST: During any period of deferment (check one)

☐ My interest will be paid for by the lender.

☐ My interest will be paid for by the lender, but the lender will not be responsible for the principal amount of the loan.

I HEREBY ACKNOWLEDGE THAT I HAVE READ BOTH THIS NOTE AND A SEPARATE SHEET ENTITLED "BORROWER'S RIGHTS AND RESPONSIBILITIES" THERE ARE NO BLANK SPACES ON THIS NOTE. THAT THIS IS A VARIABLE INTEREST RATE LOAN AND THE RATE OF INTEREST MAY CHANGE ANNUALLY; I AUTHORIZE THE USE OF MY SOCIAL SECURITY NUMBER ON THIS NOTE AND THE OBTAINING AND GIVING OF CREDIT REPORTS ON, IN CONNECTION WITH THIS LOAN, AND I HAVE RECEIVED AN EXACT COPY OF THIS NOTE.

Denise Brewer Denise Brewer 11/13/89

CO-SIGNER: 11/22/89 DATE: 11/22/89
Date Loan Disbursed: 11/22/89 Date Loan Disbursed: 11/22/89
Date Loan Cancelled: 11/22/89 Date Loan Cancelled: 11/22/89

ORIGINAL - LENDER

AGREEMENTS

I agree that:

- 1) In this Note, the words, I, me, and my, mean (except where otherwise indicated) each and all of those who signed it. If more than one person signs this Note, each person will be made liable up to the full amount of the loan. You, your, and yours, mean the lender and any other owner of this Note.
- 2) The lender and each of all signers of this Note agree that the Laws of the State of Illinois shall govern and prevail in every matter relating to this Note regardless of where signed or payable.
- 3) I will notify the lender in writing within 10 days of any changes occurring in my school enrollment status, or in my name or address. I further authorize you to obtain enrollment and address information from any of the officers or agents of the educational institution in which I intend to be enrolled, was enrolled, or am currently enrolled.
- 4) The lender may send any notice by first class mail to the latest address the lender may have for me. Unless required by law, the lender need not give a separate notice to the Co-maker(s), if any).
- 5) The lender must provide me with a copy of this Note. All terms of this agreement are subject to the limitations of the Higher Education Act of 1965, as amended, and regulations issued under the Act.
- 6) If ISSC is required under its guarantee to repay my loan(s) because I have defaulted, ISSC will become the owner of this Note and as my creditor will have all the rights of the original lender to enforce the Note against me.
- 7) No change in this Note will be binding unless approved by the lender and me in writing. The lender can deny enforcing any of the provisions in this Note without losing the right to later enforce these provisions.
- 8) I understand that I must repay this Note though I may be under 18 years of age when the Note was signed.

INTEREST RATE

My loan will bear interest at a variable rate not to exceed 12 percent which is adjusted annually over the life of the loan. The variable interest rate will be determined in accordance with Federal statute and will be published by the U.S. Secretary of Education annually. My lender will notify me annually of the interest rate which will apply to my loan for each July 1 - June 30 period.

SECURITY INTEREST

All of my funds and property now or later in your custody, or in transit, shall be subject to a lien for my unpaid liabilities to you, and upon occurrence of a default hereunder, you shall have the right to offset against such funds and property.

INSURANCE PREMIUM

I agree to pay to you the Insurance Premium shown on the front of this Note in the itemization of the Loan Amount, on the date the loan proceeds are disbursed. I understand that you must pay ISSC this Insurance Premium in an amount which does not exceed 3% of the loan amount. The lender will deduct this fee from the proceeds of the loan.

REPAYMENT

Repayment of my SLS loans begins no later than 90 days after the disbursement of the last installment.

Except as provided below, I will repay my SLS loans over a repayment period that generally lasts at least 5 years but not more than 10 years.

If I qualify for postponement of my payments during any period described under DEFERMENT on the "Borrower's Rights and Responsibilities" sheet, or if the lender grants "forbearance," those periods will not be included in the 5- and 10-year periods mentioned above.

LATE CHARGES

The lender may collect a late charge from me if I fail to pay all or part of a required payment within 10 days after it is due or if I fail to provide written evidence that verified my inability to make the payment as described under DEFERMENT in this Note. A late charge cannot exceed 15% of the amount due, whichever is less.

ACCELERATION PROVISION

Upon the occurrence of any of the following events, this Note shall, at your option, become immediately due and payable: (1) I fail to make payments when due, or any installment of interest, then due, is not paid; (2) I allow the accrued interest to be capitalized as part of the principal amount; or (3) I make false representation which results in my receiving a loan for which I am not eligible. In the event of default, interest shall accrue on any unpaid balance.

EXPIRATION DATE

The expiration date printed on the front side of this loan will be 60 days from the date of the last disbursement and cannot be more than 90 days from the ending school term. However, the expiration date will never be later than the ending school term date plus 90 days. After the expiration date has passed, this guarantee is no longer valid and the lender may not disburse this loan. A guarantee will be released if ISSC approved a "late disbursement" as provided in ISSC rules.

Lenders are reminded that federal regulations provide that a loan must be cancelled if the loan check has not been cashed within 120 days of disbursement. This may result in the automatic expiration of this guarantee prior to the expiration date printed on the front of the form. Lenders may apply to ISSC to reinstate a loan guarantee.

ISSC is a state agency and federal contractor authorized to collect information for the U.S. Department of Education for use in administration of all federal student financial aid programs.

DEFAULT

Default means the failure of a borrower to make an installment payment when due, or to meet other terms of the Note under circumstances where ISSC finds it reasonable to conclude that the borrower no longer intends to honor the obligation to repay, provided that this failure persists for:

1. 180 days for a loan repayable in monthly installments; or
2. 240 days for a loan repayable in less frequent authorized installments.

If I default on this loan-

1. The lender/holder may declare the entire unpaid amount of the loan, including interest, immediately due and payable;
2. The lender/holder, or ISSC may disclose to schools I have attended (or am currently attending) information about the default;
3. I will be ineligible to receive assistance from any of the following Federal programs: Post Grant, Supplemental Educational Opportunity Grant, College Work-Study, State Student Incentive Grant, Byrd Scholarship, Perkins Loan (formerly called National Direct Student Loans), Stafford Loan (formerly OSLL), Supplemental Loans for Students (SLS), PLUS Loans or Consolidation Loans; and
4. I will be ineligible for the benefits described under DEFERMENT in this Postmortem Note.

CANCELLATION

My loan obligation will be cancelled if documentation of my death is submitted to the lender or subsequent holder, if the lender or subsequent holder and ISSC accept a statement submitted to them from a physician certifying my total and permanent disability, if proof is submitted to ISSC that the obligation has been discharged in bankruptcy provided that notice to the lender or subsequent holder and ISSC of the filing of bankruptcy is received in sufficient time to permit participation in the bankruptcy proceedings. I understand that my loan is not automatically discharged in bankruptcy. The SLS Program does not have provisions which enable this loan to be cancelled or forgiven in whole or in part if I become a teacher.

PREPAYMENT

I may, at my option and without penalty, prepay all or any part of the principal of this loan at any time. If I do so, I will be entitled to a rebate of any unearned interest that I have paid.

CREDIT BUREAU NOTIFICATION

Information concerning the amount of this loan and its repayment will be reported to one or more credit bureau organizations. If I DEFAULT ON THIS LOAN, THE LENDER, HOLDER OR ISSC WILL ALSO REPORT THE DEFAULT TO CREDIT BUREAU ORGANIZATIONS. THIS MAY SIGNIFICANTLY AND ADVERSELY AFFECT MY ABILITY TO OBTAIN OTHER CREDIT.

The lender, holder or ISSC must notify me at least 30 days in advance that information about the default will be disclosed to credit organizations unless I enter into repayment on the loan within the 30 days.

The lender must provide a timely response to a request from any credit bureau organization regarding objections I might raise with that organization about the accuracy and completeness of information reported about me.

DEFERMENT

As authorized by Federal law if I meet certain requirements, I have the right to defer payments of principal on my loan as set forth under DEFERMENT in the "Borrower's Rights and Responsibilities" sheet.

CONSOLIDATION

Consolidation may be available for borrowers in the SLS program and other educational loan programs. For further information, contact the guarantee agency named on this Note.

REFINANCING

I am eligible for refinancing options of my SLS loans as authorized by Federal Law. For further information, contact the guarantee agency or the lender named on this Note.

REPAYMENT BY DEPARTMENT OF DEFENSE

Under certain circumstances, military personnel may have their loans repaid by the Secretary of Defense, in accordance with Section 302 of the Department of Defense Authorization Act, 1991 (P.L. 99-342, 10 U.S.C. 2141 note). Questions concerning the program should be addressed to the local Service recruiter. The program described is a recruiting program and does not pertain to prior service individuals or those not eligible for enlistment in the Armed Forces.

REDUCTION CODES

- "A" expense minus aid does not justify amount of loan request
- "B" total amount requested for this loan, plus other loans guaranteed would exceed the allowable aggregate program maximum
- "C" total amount requested for this loan, plus other loans guaranteed by ISSC and other State and Federal Programs would exceed the maximum amount allowed for this academic year
- "D" Total amount requested for this loan, plus other loans guaranteed by ISSC and other State and Federal Programs would exceed the allowable aggregate program maximum
- "E" school amount requested for this loan, plus other loans guaranteed during student's current academic year would exceed maximum amount allowed for this academic year

Exhibit D

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #2 OF 2

DENISE BREWER
AKA D BREWER
5044 W MADISON ST STE 100
CHICAGO, IL 60644
Account No. XXXX

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 01/10/18.

On or about 04/19/89 & 11/13/89, the BORROWER executed promissory note(s) to secure loan(s) of \$4,000.00 & \$4,000.00 from RIVER FOREST STATE BANK, CHICAGO, IL. This loan was disbursed for \$8,000.00 on 07/26/91 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by ILLINOIS STUDENT ASSISTANCE COMMISSION, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 07/27/91, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$10,264.43 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 07/15/99, assigned its right and title to the loan to the Department.

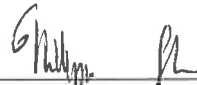
Since assignment of the loan, the Department has credited a total of \$50.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$8,466.77
Interest:	\$12,218.79
Total debt as of 01/10/18:	\$20,685.56

Interest accrues on the principal shown here at the current rate of 4.47% and a daily rate of \$1.04 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 2-7-18



Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst